

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

J.L.N. MARG, JAIPUR



Tender Document

For

Providing Housekeeping, Cleaning & Sanitation Services through Service

Contract for Residential (Hostels and Qtrs) Area

At

Malaviya National Institute of Technology Jaipur

Name of the work : Providing Housekeeping, Cleaning & Sanitation Services through Service Contract for Residential (Hostels and Qtrs) Area

NIT No. : _____

NIT Issue Date : 20.06.2017

Tender cost : Rs. 1000.00 (in the form of Demand Draft in favour of “Registrar, MNIT Jaipur”).

EMD : Rs. 50,000.00 (in the form of Demand Draft in favour of “Registrar, MNIT Jaipur”).

Pre-bid Meeting : 14.07.2017 at 03:00 PM

Last Date of Submission : 21.07.2017 upto at 03:00PM

Time and Date for Opening of : 21.07.2017 at 04:00PM

Technical Bid

NIT No. : _____

TENDER NOTICE

Malaviya National Institute of Technology Jaipur, is an Educational Institute of National Importance, invites sealed tenders in two-bids (1. Technical & 2. Financial) format from well-established reputed Firms / Agencies having relevant experience for providing Sanitation & House Keeping Services.

The agency shall provide the Sanitation & Housekeeping Services in the Institute for a period of initially one year, further extendable upto next two years based on satisfactory completion of contract on every year on contract basis / outsourcing basis. Tender document can be downloaded from the Institute website www.mnit.ac.in.

The tenderer shall be required to deposit earnest money (EMD) for an amount of **Rs. 50, 000/- (Rupees Fifty Thousand only)** (refundable) and Tender Fee of **Rs.1, 000/- (non-refundable)** by way of Demand Draft drawn on any nationalized bank including SBI or Scheduled commercial bank in favour of “**Registrar, MNIT Jaipur**” and payable at Jaipur. The demand drafts for EMD and Tender Fee must be enclosed in the envelope containing the Technical Bid.

Offers in financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen; use of pencil will not be acceptable. The relevant supporting documents as mentioned or required should be enclosed along with the offer.

Technical bid & financial bid envelopes should be individually sealed and then placed in a third envelope to be sealed and super scribed with tender number, due date of submission. Bids received beyond last date of bid submission will be rejected. No tender will be entertained by E-mail / FAX. _____

The tender shall be submitted in a sealed envelope bearing the following reference on the top left hand corner: “*Tender Name and No*” **latest 21.07.2017 at 15:00 hrs.** and addressed to: “**The Registrar, MNIT Jaipur-302017**”

Validity of Bid: - The Bid must be valid for 120 days or more.

Site Visit: - The bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of visiting the site shall be at the Bidder’s own expenses. Site visits should be completed before **pre-bid meeting**.

Pre -Bid Meeting: - The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Registrar MNIT Jaipur on 14.07.2017 at 16.00 hrs. Any modification of the bidding document, which may become necessary as a result of the Pre-Bid meeting, shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the Pre Bid Meeting. Non-attendance at the Pre Bid Meeting will not be a cause for disqualification. The prospective tenderer(s) are requested to attend the pre-bid meeting on scheduled date and time.

Amendment of Bidding Document

Before the deadline for submission of the bids, the Institute may modify the bidding document by using addenda. Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing / cable / e- mail to all the purchaser of the Bid document. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Institute may extend, if necessary, the dead line for submission of bids.

Technical Bid will be opened on July 21, 2017 at 16:00 hrs. in the Office of the Registrar, MNIT Jaipur, in the presence of the Tenderer(s) or their authorized representative(s) who are present at the scheduled time.

Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Institute. Financial bids of only those tenderer(s) will be opened who qualify the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bids will be intimated in due course of time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The tender document duly signed and stamped on each pages shall be returned in original with the technical bid as a proof to confirm the acceptance of the entire terms & conditions of the tender.

Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.

The Institute reserves the right to reject any or all tender(s), wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The cover for Part – I should be super scribed as “Tender for Providing Housekeeping, Cleaning & Sanitation Services through Service Contract for Residential (Hostels and Qtrs) Area , Part – I Technical Bid” and the cover for Part – II should be super-scribed as “Tender for Providing Housekeeping, Cleaning & Sanitation Services through Service Contract for Residential (Hostels and Qtrs) Area, Part - II Financial Bid”.

A. PART –I (Technical Bid):

Technical bid should contain the information regarding constitutional documents (Memorandum and Articles of Association or Registration of the Firm etc.), ESI & EPF Registration, Business Turnover, experience in the sector, valid Labour Contract Licenses under Contract Labour Act / Laws and other details of the firm / agency to enable judging the suitability of the Tenderer. Self-attested copies of all supporting document should be enclosed with technical bid in the prescribed format i.e. **Annexure-1** which should inter alia contain the following.

1. Eligibility Criteria:

The Agencies that fulfil the following requirements shall be eligible to apply.

1.1 Only registered / licensed agency (Labour Contractor) with labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self-attested registration copy must be enclosed with technical bid.

1.2 Tenderer should have experience of at-least 3 years from the date of registration for providing the Tender for House Keeping & Cleaning Services (Sanitation) to the Government / Semi Government Organisation or University level Institutes. At least two latest copies [issued on or after 1-1-2014] of satisfactory work completion certificate must be enclosed with technical bid.

1.3 The average annual turnover of the tenderer for the last three financial years i . e . (FY 2016 - 17, 2015-16 and 2014-2015) shall **Rs. 50 Lakhs** or more. Further the bidder must have successfully executed a single work order worth **Rs.25.00 lakhs** or more in one financial year during last three years. A certificate from the organization concerned should

be attached to this effect. Audited financial statements duly certified by the Chartered Accountant (CA) for the past three years shall be enclosed with the technical bid in support thereof along with copies of Income tax return.

1.4 The tenderer has not been debarred and / or blacklisted by any Central Government/ or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit on Non-Judicial Stamp paper Rs.10/- duly notarized shall be enclosed with of the technical bid to that effect.

The proforma of the affidavit is attached with the tender as **Annexure-3**

1.5 The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of **Rs.50, 000/-** (Rupees Fifty Thousand only) refundable and non-refundable tender fee for an amount of **Rs.1000/-** (Rupees One thousand only) by way of demand draft only. The demand draft shall be drawn in favour of “Registrar, MNIT Jaipur” payable at Jaipur. **The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.**

1.6 The tenderer shall submit the one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire term & conditions of the tender by the tenderer. The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as mentioned/ or required in tender document are liable to be summarily rejected. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

1.7 The Tenderer should have a Registered / Branch Office in Jaipur.

1.8 The Tenderer must submit all proof of documents as given under Technical Bid format.

2.Earnest Money Deposit:

The Institute is not liable to pay any interest on such amount. Earnest money deposit shall be forfeited, if the tenderer withdraw its bid during the period of tender validity. The earnest money deposit of the tenderer whose tender has been accepted will be returned on

the submission of performance security after award of contract and execution of the agreement. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame specified by the Institute. After the award of the contract to the successful Tenderer, the earnest money deposit of all the others tenderer(s) whose offers have not been accepted will be refunded within 30 days.

3. Local Conditions:

It shall be the responsibility of the tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender will be entertained by the Institute.

4. Tender Preparation Cost:

The tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

B. PART – II (Financial Bid):

- a) The financial bid should be in the format enclosed with tender as **Annexure-2** kept in separate sealed cover. Failure to provide financial bid in a separate sealed cover will result in invalidation of the offer.
- b) The financial bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- c) Service Tax or any other taxes and Education Cess will be paid extra as applicable and will be chargeable on service charges.

C. Tender Evaluation:

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender documents. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

- (i) Institute shall evaluate the technical bids to determine, whether these qualify the essential eligibility criteria, whether the tenderer have submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.
- (ii) After evaluation of technical bids, a list of the qualifying tenderer(s) shall be made. Short-listed tenderer(s) shall be informed for the date, time and place of opening of financial bids and they may depute their representative/s with authorization letter from owner to attend the opening of financial bids on the scheduled date & time.

(b) Stage – II (Financial Evaluation):

The financial bids shall be evaluated on the basis of the total monthly cost as quoted by the tenderer(s).

D. Award of Contract:

After due evaluation of the financial bids, the Institute will award the contract to the lowest tenderer (herein after referred to as the “Contractor”).

E. Commencement of Contract:

The contractor shall commence the work from the date of receipt of acceptance of the letter of intent (LOI) / work order which shall be accepted by the contractor within not more than 10 days from the receipt of the LOI / work order or 15 days from the date of said LOI / order whichever is earlier.

F. Performance Security:

The contractor shall be required to furnish a Performance Security on or before from the date of commencement of the contract for an amount of **Rs. 10,00,000.00** (Rupees Ten Lakhs Only) in the form of irrevocable bank guarantee or Demand Draft issued by any nationalized bank or scheduled commercial bank in prescribed format as attached in **Annexure-4**.

The performance security, as furnished by the tenderer, shall remain valid for a period of sixty days, beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and the Contractor.

In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.

Failure of the successful tenderer to comply with the requirements of the above any clauses shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of earnest money / performance security.

G. Termination of Contract:

The Institute reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest i.e.

(a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Institute.

- (b) If the contractor fails to perform any of the obligation(s) under the Contract.
- (c) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and Performance Security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the contractor is liable for action as appropriate under the extant laws.
- (d) The contractor is not eligible for any compensation or claim in the event of such cancellation.

H. Contractor Obligations:-

1. The contractor shall deploy the worker after police verification .The contractor shall deploy workers of decent character, sound health and general abilities to carry out such work. The worker(s) deployed shall wear uniform and keep identity card provided by the contractor. The worker(s) deployed should be able to read instructions written in Hindi / English. Contractor need to submit the Police verification & Medical fitness certificate of every worker to the Institute.
2. Contractor shall provide the 2(two) sets of uniform each for summer and winter to his worker(s) as prescribed by the Institute for both male and female worker(s) while on duty from out of his service charges.
3. The contractor shall pay his worker(s) wages not less than or more the minimum wages fixed by the Central Govt. and all other statutory dues like EPF & ESI throughout the tenure of contract.
4. The contractor would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before 7th day of every month and there should be no linkage between worker(s) payment and settlement of the contractor bill from the Institute.
5. The contractor will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-receipted, printed & dully signed. Each Monthly bill must accompany the:
 - a) Satisfactory work completion certificate issued by concerned Office,

- b) Certificate to the effect that no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Contractor.
- c) Challan of PF,ESI & service tax return for the last month.
- d) Copy of bank transfer of all workers for the last month.
- 6. The contractor shall provide at his own cost all tools, items, appliances (like: Vacuum cleaner, wet & dry mopping machine, scrubber etc.) required for proper execution of works.
- 7. The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The contractor shall indemnify the Institute from any claims in this regard.
- 8. The contractor shall be responsible to extract work, manage work, maintenance of accounts of cleaning items, and for interaction with “Authorized Person” (person designated by Director/Registrar, MNIT Jaipur) for the upkeep of the complex. He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of “Authorized Person”.
- 9. **Scope of Work:-** The service provider has to Provide Housekeeping, Cleaning & Sanitation Services through Service Contract for Residential (Hostels and Qtrs) Area on service charge basis. Interested service providers may submit their proposals (along with the maximum manpower required) including machines & equipments to be deployed for cleaning and material to be used for cleanliness. Work will have to be got done in the following way:-
 - i. Sweeping and cleaning of entire area like road, open area, drainage, roofs, canteen of the campus and surroundings of buildings and collection of all waste material and disposal of the same at a designated place as per instructions of the officer in charge.
 - ii. Effective cleaning, sweeping & mopping of the floor area with phenyl, detergent disinfectants etc., once in the morning and thereafter at an interval of every 3 hours especially in the areas like corridors , lobby , toilets , bathrooms , washbasin, kitchen /mess , dustbin, hostel office rooms, stairs etc. spraying of flit/ anti-termite treatment and rodent control etc., are to be made daily and whenever necessary for keeping the area free from mosquitoes, flies, termite/pests/rats etc.
 - iii. Toilets & urinals including floors to be cleaned regularly and continuously at every 3 hours throughout the day with phenyl and other disinfectants. Suitable number of

female cleaners should be deployed for taking care of cleaning works of Girls Hostels. Only male workers should be deployed to clean the Boys Hostels premises and only female workers to clean ladies toilets. The toilets should be cleaned every day with utmost care. The first cleaning should be completed by 08:00 am daily. Naphthalene balls, toilet rolls, liquid soap, air-fresheners etc. are to be re-filled daily.

- iv.** Cleaning of carpets of hostel officer/caretakers rooms with vacuum cleaner to be provided by the contractor and contractor shall also use modern machines like Vacuum cleaner, wet & dry mopping machine, Jet machines for toilet cleaning, scrubber etc.
- v.** Dusting of all the hostel buildings and mess, equipment's, doors, windows, and other materials available in the Hostel buildings and removal of cob-webs are to be done daily. The first cleaning should be completed by 8:30 am daily.
- vi.** Provisions of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes and ordinal cakes in the urinals. The contracting agency will ensure that the toiletries mentioned above are always available near each washbasin in the building.
- vii.** Toiletries/Cleaning material required will be provided by the service provider.
- viii.** The choking of the sanitary installations e.g. W.C.'s Traps, Bottle Traps, and Gully Traps etc. is to be cleared within 24 hours of noticing the complaint.
- ix.** The contractor shall be responsible to maintain the aesthetic looks in the Institute/hostel premises and surrounding areas by maintaining pleasant odours and cleanliness, keeping the buildings & the surrounding area neat, clean & tidy every day, keeping them in hygienic & sanitary conditions of high standard as per contract.
- x.** Effective cleaning, sweeping & mopping of all the including toilets and bathrooms has to be ensured taking into account the convenience of the occupant, to be done daily with phenyl, detergent & disinfectant. Staircases, corridors, lobby, open area is to be cleaned daily. Pathways inside the campus are to be cleaned daily free of cost.
- xi.** The contractor shall submit daily cleaning report/chart signed by authorized person at every point/area.
- xii.** The timing of the workers is from 7:00 AM to 4:00 PM including one hour lunch. Some of the workers should be available in odd hours as per the requirement of site or officer in charge.

xiii. Weekly Jobs : - Dusting/cleaning of carpets, curtains, Venetian / vertical blinds, phones and electrical fittings on walls in rooms, passage and corridors in the building, cleaning of glasses & window fins, cleaning of furniture & fixture, washing of towels and terraces in all buildings are to be cleaned weekly. The floor may be cleaned with mopping machine / scrubbing machine once in a week.

xiv. Material to be provided by the contractor :

1.	Each housekeeping /cleaning staff must have the following	Hard Broom, Soft Broom, wiper, dry mop, wet mop, duster, Hard Brush, Glass Wiper, Dust Fan, Hand Mop, Scotch Brite, Spray Bottle, Father Brush, Cobweb Brush, Patti, Toilet brush, Jet machines for toilet cleaning buckets or as per the requirement of site. The each staff should have the shoes, gloves and mask for safety.
2.	Material require (as per the site condition)	Washroom Cleaner, Floor Cleaner, Glass Cleaner, Room Cleaner, Sanitizers, comet power, DDT powder, Harpic, odonil, Naphthalene balls, Toilet Bowl Cleaner, Furniture Cleaner, Steel Polish (Deep Gloss), Terranova, Cleaner Multipurpose, Phenyl (make-Taski, Brush Chem, MCH), Camphor tablets / naphthalin Balls, Washing powder / washing cake as per site requirement.
3.	Machines required	Single disk machine and Double disk machine the machine pad (Red pad, white pad and black pad) may be replaced time to time. Pressure Machine. (for toilets and tile cleaning) the machine may provided as per the site requirement.

xv. Area to be cleaned under the contract is as follows:

Residential (Hostels and staff quarters) area: The area covered in academic area given below:

S.No.	Description of Work Places	Area in Sqft.
1.	P.G. Hostel	2650
2.	Boys Hostel-1	34298
3.	Boys Hostel-2	47313
4.	Boys Hostel-3	36213
5.	Boys Hostel-4	19333
6.	Boys Hostel-5	30653

7.	Boys Hostel-6	41329
8.	Boys Hostel-7	41525
9.	Boys Hostel-8	21859
10.	Girls Hostel Block A	25007
11.	Girls Hostel Block B	20000
12.	Arbindo Hostel	326480
13.	Gargi Hostel	172530
14.	Staff Quarters(265 no. at present) for Garbage collection and disposal	-
15.	Other area like road, drainage,roofs,open area near Hostel and colony for sweeping and disposal of the waste material.	-

***Note: (i) - Total Area for Cleaning may increase.**

I. Institute Obligations:

1. The Institute on the receipt of the bill will check all the records and there after process the bill for payment. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill.
2. The Institute will not charge any amount from the contractor for water and electricity consumed during the execution of services.
3. Income Tax and other statutory levies as applicable from time to time will be deducted at the source from the services charges of the Contractor.
4. The Institute reserves the right to bar worker, deployed by the contractor to carry out the works, if there is doubt about his / her integrity, conduct and character, the decision of the Institute in this regard shall be final and binding on the contractor.
5. Proper space/ Suitable space shall be provided to the contractor for storage/keeping the material etc. at suitable places.

J. Terms & Conditions:

1. Any losses sustained to the Institute due to the negligence of the services of the Contractor in the form of loss / damage of property will be recoverable from the contractor, as the money value shall be estimated by the Institute. The decision of the Institute in this regard will be final and binding on the Contractor.
2. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
3. The Contractor shall apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Institute within 30 days from the date of issue of the letter of Intent (LOI) / award of the work. The fee for issue of such license shall be paid by the contractor.

4. The Institute will designate officer/s as “Authorized Person/s” who will deal with the contractor. Similarly the Agency will designate a person who will be responsible for handling deputies’ affairs.
5. The “Authorized Person” or his representative is free to inspect the work / cleaning being done by the contractor at any time of the day. All the work shall be done to the complete satisfaction to the Institute. For unsatisfactory level of cleanliness noticed during the inspection, a penalty of **Rs.500/-** per day per location is liable to be levied or as may be decided by the “Authorized Person”.
6. If in the opinion of the Institute authorities, the performance of any of the worker(s) deployed is not satisfactory or he / she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he / she should be render immediately.
7. The workers deputed by the Contractor shall not be below the age of 18 years.
8. Every worker deputed by the contractor shall be an employee of the contractor and none of the deputies of the agency shall have any claim whatsoever against the Institute. The Institute will not be responsible or liable under any Act, Laws or Rules or in any case that are in force and that may come in force from time to time in respect of the employees deputed by the contractor.
9. Safety Management: Contractor is labile to provide all the safety equipment’s to worker(s) and also provides necessary training, drills and conduct regular inspection to maintain safety of the worker(s) from any hazards. The contractor shall be responsible for the safety and the well-being of its worker(s) deployed in the Institute and for all the issues and liabilities arising during the execution of contract.
10. If any injury is caused to any worker by accident arising out of and in the course of his deployment, Contractor shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rules (as applicable). Institute shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.

11. Institute is a “NO SMOKING ZONE”. The Contractor should ensure that the personnel engaged DO NOT SMOKE while working. The Contractor shall ensure that personnel do not indulge in drinking alcohol or any other intoxicants and are not under the influence of alcohol or other intoxicants while performing their duties in the Institute. The Contractor shall ensure that such personnel shall not play cards or indulge in any sort of “Gambling” while working and executing their duties in terms of the Contract.

K. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and contract, the Institute and the contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jaipur. The decision of the Arbitrator shall be final and binding on both the parties.

L. Jurisdiction:

The court at Jaipur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jaipur court shall have jurisdiction in the matter.

M. Clarification:

The prospective tenderer requiring any clarification regarding the tender document are requested to contact **Dy. Registrar (Admn & Estt.)**.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderers reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

Annexure – A

PROFORMA FOR TECHNICAL BID

S.N.	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Details of EMD (i)Amount (ii)Draft No. (iii) Date (iv)Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number, E-mail ID and Mobile Number, e-mail and name of the contact person	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) Act 1970. (Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number(copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	Service Tax Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	

10	ESI Registration Number (copy to be enclosed)	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate or an affidavit is attached in this regard.)	
12	Length of experience in the field	
13	Experience in dealing with Govt./Semi Govt/University level Institutes(Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
14	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached and signature of the contractor on each page.	
15	Details of work of last three years with complete details of concerning authority with e-mail, phone no. duly signed on each page.	
16	Audited financial statements duly certified by the Chartered Accountant (CA) for the past three years shall be enclosed with the technical bid in support thereof along with copies of Income tax return.	
17	List of other clients	

List of Major Clients, including Govt. Organizations / Academic Institutions.

S. No.	Name of Client with contact details	Category / Nature of Workers supplied	Period for which supplied	No. of person supplied
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1)				
2)				
3)				
4)				
5)				

Copies of relevant documents are to be enclosed in support of above information.

Turnover of the Company / Firm during the last three years

S. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
1.	2014-15		Y / N
2.	2015-16		Y / N
3.	2016-17		Y / N

Please enclose documentary evidence for above facts, dully certified by the Chartered Accountant (CA).

Copies of relevant documents are to be enclosed in support of above information.

UNDERTAKING

I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute to verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the scope of work, terms and conditions indicated in the tender document and hereby accept all the same completely.

Date:

Place:

Annexure -B

PROFORMA FOR FINANCIAL BID (on letter head)

Ref.

No.

Date:

I / we have inspected the site and surrounding of the work as per the details given in tender document and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms & conditions stipulated therein before quoting the rates hereunder.

S.No.	Type of manpower	Nos. of Manpower (A)	Labour Commissioner (Central) rate/Per person (B)	ESI @..... (C)	EPF @ (D)	Service Charges (E)	GST (F)	Total in Rs. H=A+B+C+D+E+F
1.	Sweeper (Male)							
2.	Sweepers (Female)							
3.	Supervisor							
4.	Material cost per Month for whole area as per material detail given in xii (page 14)							
5.	Total							

G.TOTAL

Note:- Break-up of Sweepers and Supervisors for each location of the Institute should be indicated clearly.

Discount, if any = Total Amount = (Including all taxes) In words=

DECLARATION

1. I / We undertake that the payment to the employees will be made as per rates prescribed by Central Govt. of India from time to time under Minimum Wages Act and applicable statutory payments on account of EPF & ESI.
2. We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.
3. No other charges would be payable by Institute.

Signature of the authorized signatory of the agency

Official seal/ stamp

Annexure – I

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We (Tenderer) hereby declare that the firm / agency namely
M/s..... has not been

blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We
(Tenderer) hereby declare that the Firm / agency namely M/s. was
blacklisted or debarred by Union / State Government or any Organization from taking
part in Government tenders for a period of years w.e.f. to . The period is over
on and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, MNIT Jaipur, and EMD / SD shall be forfeited. In addition to the above Director, MNIT Jaipur will not be responsible to pay the bills for any completed / partially completed work.

Attested:

(Public Notary / Executive Magistrate)

Address

DEPONENT

Name

Annexure – II

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Registrar
MNIT Jaipur
JLN Marg,
Jaipur-302017

WHEREAS M/s -----, having its office at -----

(hereinafter referred to as the “Contractor”) which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in pursuance of the Purchase Order No. ----- dated ----- has undertaken for supply of ----- (hereinafter referred to as the “Contract”). To the Malaviya National Institute of Technology Jaipur (hereinafter referred to as the “Purchaser”)

AND WHEREAS it has been stipulated by you in the said contract that the “Supplier” shall furnish you with a bank guarantee by a Nationalized Bank including SBI for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the “Supplier” such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier and we undertake to pay you, upon your first written demand declaring the “Supplier” to be in default under the contract and without cavil or argument, any sum or sums within the limits of (Rupees -----as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the

(Signature of the authorized officer of the Bank)

.....

Name and Designation of the Officer

.....

Seal, name & address of the Bank and Address of the Branch.

Note:

1. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
2. PBG Should be from a schedule commercial bank operating in India as approved by RBI.
3. In case of the Foreign Banks (for Foreign purchase only) the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India.
4. It should be send directly by the banker of the vendor to MNIT Jaipur.
